

West Danville Centre, LLC
LEASE AGREEMENT

This Lease Agreement made on this the 4th day of April 2023, by and between **West Danville Centre, LLC**, whose mailing address is PO Box 864, Bracey, VA 23919, the Lessor herein, and hereinafter referred to as "Lessor" and [REDACTED], whose mailing and physical address is [REDACTED], phone number is [REDACTED], email is [REDACTED], hereinafter referred to as "Lessee".

SECTION 1 - RENTAL UNIT(S):

Lessor hereby rents and leases to Lessee, and Lessee hereby leases from Lessor, a commercial space hereinafter described and located in West Danville Centre, in the Town of South Hill, Mecklenburg County, Virginia, designates as **1369 West Danville Street**, containing approximately 600 square feet including one (1) restroom.

SECTION 2 - RENT PAYMENTS:

The monthly rental for the space described above shall be **Six hundred, and no/100 dollars (\$600.00)** payable monthly in advance on the first of each month. Lease will commence on April 15th, 2023 with a prorated amount of Three hundred, and no/100 dollars (\$300.00), and first full month lease payment is payable upon lease execution.

SECTION 3 - PERIOD OF LEASE:

The initial period of this lease shall be for **three (3) years, commencing on April 15th, 2023 through April 30th, 2026** at 12:00 midnight, subject to renewal and extension provisions as set forth herein. After said period, the lease shall continue in full force and effect, subject to the terms herein on a month-to-month basis, until either party shall give to the other notice of termination at least thirty (30) days prior to the 1st day of a monthly term. Lessee will have the option to renew the lease for an additional term beginning on May 1, 2026 at 12:01 am, for a monthly rent to be determined by Lessor at that time. The rental amount may be adjusted at the end of each lease period if determined necessary by Lessor due to rising ownership costs.

SECTION 4 - DEPOSIT:

In addition to the rental provided for herein, the sum of **Six hundred, and no/100 dollars (\$600.00)**, which constitutes a security deposit for the faithful performance of the lease is due when the lease is signed. The deposit shall be returned to the Lessee upon lease termination, providing all lease payments are up to date and no damage was found during the final inspection. **Unit must be returned to Lessor in the same condition as when the Lessee moved in.** If not, charges to remediate that the deposit does not cover will be itemized, billed, and payable by the Lessee, upon receipt.

SECTION 5 - ALTERATIONS AND MAINTENANCE:

Lessee shall make no alterations to the premises without the written consent of Lessor. Lessee shall keep and maintain the premises in a clean and sanitary condition and shall not permit the accumulation of rubbish, waste, refuse, nor shall Lessee store any animals, explosives, flammable materials, and shall at termination of this agreement return the premises in clean and rentable condition as when Lessee moved in.

SECTION 6 - USE:

Lessee shall use the premises only for a commercial business office. Lessee further agrees they shall not maintain any business that operates machinery or uses or stores hazardous chemicals. Lessee may not use this office for any illegal or immoral act, nor for any use that would put the building, tenants, or owners in harm. Any violation of this will invoke immediate termination of the lease and Lessee will be required to vacate the premises, and charges may be filed.

SECTION 7 - UTILITIES:

During the term of this lease, the Lessee shall be responsible for payment in full of all utilities incurred for use and occupancy of the premises. Utility payments shall be made when due and failure to make payments of utility costs incurred shall be considered a default hereunder. Lessee will be responsible for setting up and maintaining these accounts in good standing. Electricity is provided by Dominion Virginia Power, water/sewer/trash is provided by the Town of South Hill, phone/internet service is provided by Comcast. Lessee is required to provide electricity even if the unit is vacant for any part of the lease term.

SECTION 8 - EXTERIOR SIGNS:

The parties agree that all exterior signs or window markings visible from the street shall be subject to the approval of the Lessor, the approval of which shall not be unreasonably withheld. It is Lessor's intent to see that any signing or display is appropriate and not detrimental to the adjoining premises. Signs are allowed on the top of the building and/or on the WDC sign out front. Signs will be furnished and installed by the Lessee. A fee of \$50.00 is owed if the sign is not removed by the Lessee.

SECTION 9 - USE OF COMMON AREAS:

The Lessor hereby covenants and agrees to maintain the common areas, entrance ways and parking areas in a clean and sanitary and safe condition and the Lessee agrees that it shall do no acts, which shall interfere with the common enjoyment of said areas by other leasing office space in the complex or which shall interfere with business operation of other Lessees within the complex. Parking is only available to you and your customers during normal business hours of 6:00 am to 10:00 pm.

SECTION 10 - LIABILITY INSURANCE:

Lessor shall be free from any liability and claims for damages by reason of injuries of any kind whatsoever, and to whomever while in, upon, or any way connected with the premises during the term of this lease agreement or any extension thereof. Lessee agrees to save and hold Lessor harmless from any liability, loss, cost, or obligation on account of or arising out of such injuries or losses, however occurring. Lessee shall at his sole expense maintain his own insurance in the property stored on the premises, and Lessor shall not be responsible for theft or damage, if any, to such property caused by fire, water, or from any cause whatsoever. Duly authorized agents of Lessor shall have the right to enter and upon the premises at reasonable times for the purpose of inspecting the condition thereof.

SECTION 11 - CASUALTY:

In the event the premises shall be damaged by fire or other casualties during the term of this lease agreement, such that it shall be rendered untenable, either party may cancel this agreement by written notice delivered to the other, and upon such cancellation, rent shall be paid only to the date of such fire or casualty. Nothing contained herein shall release the Lessee from liability to Lessor for damage to the premises occasioned by such fire or casualty which may be the result of acts or conduct by the Lessee, his licensees, or invitees.

SECTION 12 - DEFAULT:

In the event of a violation of the terms herein by the Lessees, including the failure to pay rent within five (5) days of the due date thereof, Lessor shall notify the Lessee of such default by email, and if default is not cured within ten (10) days after said occurrence, Lessor may proceed to enforce its lien under the provisions of law. The Lessee shall furthermore pay such reasonable attorney fees as may be determined by the Court of Mecklenburg County, Virginia, should enforcement and legal action be required. If keys are not returned, a \$100.00 fee will be charged to the Lessee.

SECTION 13 - DELINQUENT PAYMENTS:

Rental payments shall be due and payable on the first day of each calendar month in advance. In the event Lessor does not receive the rental payment by the fifth (5th) day of the month it will be considered delinquent, and in addition to the rental then due, there shall be an additional service charge of ten percent (10%) of the rental sum due. Failure to pay the rental payment by fifth (5th) day of each calendar month shall also constitute a basis for default and should Lessor terminate the lease for failure of the Lessee to pay monthly, will exercise such rights as provided by law to satisfy the unpaid rental and late charges due to the Lessor. Any payments that are returned to the Lessor as insufficient funds will be subject to a fee of thirty dollars (\$30.00) in addition to the payment amount.

SECTION 14 - ASSIGNMENT OR SUBLEASE:

Assignment or Sublease of this agreement by the Lessee is prohibited without prior written consent from the Lessor.

SECTION 15 - GENERAL PROVISIONS:

The parties hereto acknowledge that this lease shall be binding on their heirs, successors and assigns, and the Lessee acknowledges receipt of a copy of this lease upon the signing and execution hereof.

WITNESS the following signatures and seals:

Lynn Kennedy 04/05/2023
Lynn Kennedy, West Danville Centre, LLC Date
V Kennedy 04/11/2023
Vicky Kennedy, West Danville Centre, LLC Date

[Redacted Signature] _____
[Redacted Name] Date